

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

MARISSA A SIAPNO
Claimant

APPEAL NO. 100-UI-12096-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LF STAFFING SERVICES INC
Employer

OC: 01/31/10
Claimant: Appellant (2)

Section 96.5(1)(j) – Separation From Temporary Employment

STATEMENT OF THE CASE:

Marissa Siapno filed a timely appeal from the May 10, 2010, reference 01, decision that denied benefits based on an Agency conclusion that she had voluntarily quit without good cause attributable to the employer. After due notice was issued, a hearing was held on October 15, 2010. Ms. Siapno participated. Jim Clyde represented the employer.

ISSUE:

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The employer is a temporary employment agency. Marissa Siapno began getting work through the employer toward the end of February 2010 and last performed work for the employer on April 2, 2010. On April 3, 2010, Ms. Siapno was absent due to illness and properly notified the employer. Ms. Siapno would usually find out at the end of the week what work would be available for her the next week. Because Ms. Siapno was absent that day, Ms. Siapno telephoned the employer early the next week to learn her work schedule for the week. The employer advised her at that time that there was not work available for her and that the employer would notify her when there was additional work. In response to this information, Ms. Siapno established an additional claim for unemployment insurance benefits that was effective April 4, 2010—the Sunday of the week in which she applied for benefits. Ms. Siapno subsequently accepted a work assignment with another temporary employment firm. On April 28, 2010, LF Staffing Services contacted Ms. Siapno about an additional assignment, but Ms. Siapno was already working for another temporary employment firm and, therefore, declined the assignment.

The employer has a written end-of-assignment notification policy that obligated Ms. Siapno to contact the employer within three days of the end of an assignment. The policy appears as a separate stand-alone document. Ms. Siapno signed the document and received a copy of the document.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5-1-j provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department, but the individual shall not be disqualified if the department finds that:

j. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits

that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The weight of the evidence in the record establishes that Ms. Siapno last performed work in the assignment on April 2, 2010, but was still in the assignment on April 3, 2010, when she was absent due to illness properly reported. The weight of the evidence indicates that Ms. Siapno contacted the employer within three days of April 3, 2010 to inquire about additional work and was told at that time that there was no work for her at that time. The employer had an end-of-assignment policy that complied with the statutory requirements, and provided a copy of the policy to Ms. Siapno pursuant to the statutory requirements. Ms. Siapno complied with her obligation to contact the employer within three working days of the end of the assignment. This satisfied Ms. Siapno's obligation to the employer and made her separation from the employer for good cause attributable to the employer. Ms. Siapno is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to Ms. Siapno.

DECISION:

The Agency representative's May 10, 2010, reference 01, decision is reversed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

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